

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

4806

Name of Foreign Principal

P/C Advisors, Inc.

Office of the President of Kazakhstan

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Agreement will be performed primarily through the personal services of Wyn Pope, as principal of the registrant. Under the Agreement, the registrant may engage the services of additional staff or subcontract outside consultants firms, media consultants, public relations experts, etc.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment to Exhibit B

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Attachment to Exhibit B

Date of Exhibit B

September 16, 1993

Name and Title

Wyn Pope, President

Signature

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Registrant: P/C Advisors Inc.

Attachment to Exhibit B

Item 5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Under the Agreement, the registrant proposes to advise various officials of the foreign principal in order to assist Kazakhstan in becoming integrated in the international economic community. The exact nature of the activities of the registrant is in the process of being developed. The registrant anticipates that the precise nature of its activities and services will be developed during the first six months after commencing performance of the Agreement. At this time, it is contemplated that such activities could include one or more of the following: (i) Developing communications and public relations strategies; (ii) engaging in oral and written communications with U.S. officials; (iii) communicating with the news media.

Item 6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?

The general mandate given to the registrant under the Agreement is to assist the Office of the President of Kazakhstan in integrating Kazakhstan into the international economic community. The activities contemplated at this time include the following:

- o Obtaining recognition through the media of the importance and benefit to the international and U.S. economies of improving economic conditions in Kazakhstan;

- o Facilitating the entry of Kazakhstan and the U.S. into bi-lateral and multi-lateral treaty relationships, including treaties concerning trade and investment, which would encourage the flow of goods and services between the two countries;

- o Encouraging and expediting the provision of foreign economic assistance to Kazakhstan from the U.S. and international organizations, such as the International Monetary Fund, the International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development;

- o Increasing the awareness of U.S. officials and the public of the importance and desirability of increased social and economic relations with Kazakhstan.

RECEIVED
JAN 15 1971
U.S. DEPARTMENT OF JUSTICE

ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ

ПРЕЗИДЕНТІ



ПРЕЗИДЕНТ

РЕСПУБЛИКИ КАЗАХСТАН

199__ ж. _____

№ _____

№ _____ ж. _____

от _____ 199__ года

№ _____

9КЗ. № _____

PLENIPOTENTIARY AUTHORITY

This document certifies that Mr. Wyn Pope, a citizen of the United States of America, is an ex-officio advisor to the President of the Republic of Kazakhstan.

Mr. Wyn Pope will have direct access to the officials in the Administration to the President of the Republic of Kazakhstan and the Cabinet of Ministers of the Republic of Kazakhstan.

On the instructions of the President of the Republic of Kazakhstan, Mr. Pope will exert most of his efforts to the development and realisation of programmes aimed at the integration of Kazakhstan into the International economic community.

This document may be presented to any official representatives and authorities of Kazakhstan and any other countries who may assist Mr. Wyn Pope in his mission.

This document is valid until August 18, 1994 and then may be renewed.



N. Nazarbaev

N. NAZARBAEV

President

of the Republic of Kazakhstan

Almaty, Kazakhstan

August 30, 1993

A G R E E M E N T

THE CITY OF ALMATY
Country of Kazakhstan

August 30, 1993

The Administration of the President of Kazakhstan (to be referred to as the "Administration"), a legal entity in accordance with the laws of Kazakhstan, as represented by Abikayev Nurtai Abikayevich, the Chief of staff to President and Cabinet of Ministers of the Republic of Kazakhstan, on the one hand;

and P/C Advisors, Inc. (to be referred to as "the Advisor"), a legal entity in accordance with the laws of the United States of America, (incorporated in the State of Delaware in the year 1993) as represented by Wyn Alan Pope, the President and Chief Executive Officer, acting in compliance with United States of America laws, on the other hand,

to be referred to jointly as "the parties",
have hereby concluded the following Agreement.

Article 1

The subject of this Agreement is the establishment by the Advisor in Washington, D.C., in the U.S.A., of an office to be acting to the benefit of the Administration and of the prominent enterprises and Government of Kazakhstan.

Article 2

Obligations of the Advisor under the Agreement

A. Affording consultation and helping in the obtaining by

Kazakhstan of targeted assistance, in developing trade relations between Kazakhstan and the U.S.A., accelerating economic development of Kazakhstan, attracting foreign investments through the U.S. Central Clearing Agency, launching joint ventures whose activities would be aimed at developing a market infrastructure, and enhancing the efficiency of the utilization of human and natural resources of Kazakhstan.

B. Developing the relations and promoting communications with international financial institutions, such as the International Monetary Fund, the World Bank, the U.S. Export-Import Bank, the International Financial Corporation, the Overseas Private Investment Corporation and private sources of international financing, with the objective of making funds available to Kazakhstan for building up and developing the economy, for implementing projects aimed at stepping up the productivity and supporting entrepreneurship, at modernizing and enhancing the existing infrastructure, at forming a mechanism of securing private investments from U.S. sources such as pension funds, insurance companies and investment banks.

C. Affording consultation to the Administration of the President of Kazakhstan and to the private financial sector on the issues of internal financial structures, the creation of new financial investments and programs in Kazakhstan, and assisting in the structuring of the National Bank and in implementing programs of State guarantees of the financing of long-term credits, and programs related to stabilizing the national currency and augmenting its value.

D. Affording consultation on the issues of concluding agreements on mutual cooperation in economical, political, military spheres, assisting in the development of plans for military-to-civilian conversion, for relocation of the economic and human resources from the defense complex to commercial production sectors.

E. Aiding in managing international relations and activities of Kazakhstan in the U.S.A., including meetings with leaders of the U.S. House of Representatives and Senate,

and with officials in the Administration of the President in Washington, D.C.

F. Affording consultation and assistance on the issues affecting diplomatic relations with and from the U.S.A., and promoting full recognition of Kazakhstan by the International political community, other than the U.S.A. Assisting and managing representation programs at informing the International community on the resources, needs and potential benefits of interacting in a positive fashion with the government of Kazakhstan. Aiding in managing international public appearances of Kazakhstan leaders, meetings and receptions with high U.S. Officials, with prominent leaders of the Congress and Committees of the Congress, with Senators and heads of the major U.S. Federal agencies and with leading figures of the American business and commercial environment.

G. Executing other requests of the Office of the President of Kazakhstan, not contradicting the U.S. laws, the laws of Kazakhstan and other terms of this Agreement.

H. The Advisor shall report to the Administration quarterly on the work performed in connection with the activities of the Office of the Advisor during the preceding quarter.

Article 3

Obligations of the Administration Under This Agreement

A. To furnish requests and goals to the Advisor in a timely fashion, allowing appropriate time for accomplishment by the Advisor.

B. To supply the Advisor with all necessary information on Kazakhstan and the country's relevant juridical and physical persons, including, but not limited to, accessibility and communication with any and all Ministerial level officials and heads of Diplomatic Missions internationally.

C. To assist in the activities of the Advisor in the territory of Kazakhstan and abroad, including the provision,

free of charge to the Advisor, of adequate office space for a branch of the Advisor's Office to be located in Kazakhstan, including communication facilities for its operations and of living accommodations and basic services for the personnel of this branch office.

D. To assure timely payments for the consulting services of the Advisor and for the costs incurred by him, which are set out in this agreement with an annual sum of Five Hundred Thousand US Dollars (US\$500.000) as consulting and agents fee.

Article 4

The activities of the Office of the Advisor shall be paid for by the Administration in the following manner:

1. A sum of One Hundred Thousand US Dollars (US\$100.000) shall be paid as a retainer and for the beginning of the operation of the Advisor in Washington, D. C.;

2. Within one (1) week from the date of receiving the quarterly report of activities for the previous quarter from the Advisor, the Administration shall transfer to the account of the Advisor an additional sum of US\$100.00.00 or additional amounts as may from time to time be agreed upon) as advance payment of Advisor's fees for the next quarterly activities;

3. In addition to Item (2) above, the Administration shall transfer to the account of the Advisor, within one week of receiving the quarterly report from the Advisor, the cost of all additional fees paid by the Advisor for additional engaged professionals or engaged experts, which shall be agreed upon in advance with the Administration.

Article 5

Terms and Time of Agreement

Under this Agreement, the activities of the Advisor, in accordance with the above, SHALL COMMENCE ON THE DAY OF THE

TRANSFER TO THE CURRENT ACCOUNT OF THE ADVISOR THE ADVANCE PAYMENT AND RETAINER FEE OF US\$100.000.00 REFERRED TO IN ARTICLE 4, ITEM (1), ABOVE.

This Agreement shall be effective over a period of one (1) year from the date of the commencing of the activities of the Advisor, in accordance with the preceding paragraph. At the end of each successive year, the term of this Agreement shall be automatically extended for a subsequent term of one year, unless it is terminated previous to the end of each respective year. Each party may terminate this Agreement by notifying the other party in writing sixty (60) days before the annual termination date.

Article 6

Confidentiality

The parties to this Agreement hereby proclaim that they shall keep confidential and not divulge to any other person or agency any and all confidential and private information learned or received from the other party, including, but not limited to, the internal organizational information, the names of the contracts and personnel, information of commercial nature and related to sources of financing, and any other information pertaining to funds and financial data of the respective parties hereunder, or of related governmental parties, excluding such reports or statements which are required by the applicable laws of the U.S.A. or Kazakhstan, and then only upon notifying the other party in advance.

Article 7

Applicable Laws

The parties hereunder hereby agree to conduct their activities in compliance with the applicable laws, Standard Acts, rules and regulations of the U.S.A. and Kazakhstan.

Article 8

Resolution of Conflicts

Any disagreements, conflicts or claim that may arise in connection with this Agreement or any document related to this Agreement, or any alleged violation or default in the execution of this Agreement, or any other disputes of such kind shall be considered and resolved by arbitration conducted in Washington D.C. in accordance with the UNCITRAL Rules of Arbitration in effect on the date of such arbitration. The Arbitration panel shall be composed of three arbiters of which two will be nominated by the respective parties and the third arbiter will be acknowledged by both parties. A decision passed by the arbitration may be contended before any court having the appropriate jurisdiction. The costs and fees involved in the arbitration will be as set out by the arbitration decision. In addition to that, each party shall bear the costs incurred on account of any fees of their respective legal counsel.

Article 9

This Agreement constitutes a full agreement between the parties hereunder with respect to the matters covered thereby, and supersedes any other communication pertaining to these matters, either in writing or orally.

This Agreement may be modified or amended exclusively on written consent of the party affected by such modification or amendment.

This Agreement and the rights or obligations arising therefrom may not be assigned or transferred by either party hereunder without a prior written consent of the other party.

Neither of the parties to this Agreement may be held responsible for delays caused by events beyond the control of the respective party.

The parties hereunder are independent contractors with respect to each other in all matters pertaining to this Agreement. Nothing in this Agreement may be construed as establishing a partnership, a joint venture, an association or corporate relationship between the parties hereunder.

The agreement is compiled in two copies, having equal legal power, one for each party both in Russian and in English.

In execution whereof, it is hereby signed on the date before mentioned:



Administration

[Signature]
N. A. ABIKAYEV

of staff
President and Cabinet
of Ministers of the
Republic of Kazakhstan

For the Advisor

[Signature]
W. A. POPE

President and Chief
Executive Officer
P/C Advisors, Inc.

ПОДЛИННОСТЬ ПОДПИСИ
ПОДПИСА

[Signature]
Н. А. АБИКАЕВА

[Signature]
А. А. МУСИНОВА

Зав. отделом
Республики Казахстан

30 АВГУСТА 93
975

